

AMERICAN RESCUE PLAN ACT APPLICANT WORKSHOP

Supporting Recovery
Reconnecting Community
Building Resiliency

March 2, 2022

**THE ADVENTURE
STARTS HERE!**

AMERICAN RESCUE PLAN ACT APPLICANT WORKSHOP

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**THE ADVENTURE
STARTS HERE!**

Federal Funds Compliance

The City of Monroe will receive approximately \$5.5 million under the American Recovery Plan Act (ARP).

This program provides support to local governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The federal program requires the City and any subrecipients to adhere to numerous compliance and reporting requirements.

This workshop will provide an overview of the requirements, including how compliance activities should be documented.

Federal Funds Compliance: Eligible Categories

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^

3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure²⁴	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

Federal Funds Compliance

Subrecipient vs. Contractor

Categorization as a subrecipient or a contractor will determine the type of compliance requirements you are subject to.

What is the distinction of subrecipient vs. contractor?

- *A general distinction is that a subrecipient does not include an individual that is a beneficiary of the program.*
- *In practice the determination of subrecipient vs. contractor depends on several factors that are subject to interpretation and often require judgment to interpret.*
- *Contractors are not subject to most of the compliance requirements of the Federal program.*
- *Please reach out for help with the subrecipient vs. contractor determination, or for any questions on federal funds compliance: GPiland@monroewa.gov*

Reference: [2 CFR Ch. II § 200.330](#)

Federal Funds Compliance: Contractor

If determined to be a beneficiary, an awardee will in most cases only be subject to one compliance requirement—Allowable Costs*

This means awardees will submit reimbursement requests supported by documentation providing evidence that each amount requested was properly expended.

(Detailed description of compliance with Allowable Cost requirements is covered on the next slide.)

*Other compliance requirements may apply in unique circumstances, for example if equipment or public works/infrastructure purchases are included in the award.

Federal Funds Compliance: Allowable Costs

Allowable Costs Checklist

(to accompany each reimbursement request)

- ☐ Evidence that program deliverables were met
- ☐ Original documentation supports expenses for items identified in the approved application, including:
 - Invoices/Receipts
 - Leases
 - Timesheets/payroll registers
- ☐ Support for Matching, if required
- ☐ IRS Form W-9 is on file with city
- ☐ Each reimbursement request contains the certification defined in Section 200.415(a) of the Uniform Guidance
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-415.pdf>

Federal Funds Compliance: Non- Allowable Costs

Non-Allowable Costs

(the following is a non-exhaustive list of examples)

- ☐ Any expense that must comply with the city procurement policy incurred prior to contract execution.
- ☐ Expenses that would not be considered an eligible business expense by IRS rules
- ☐ Expenses paid for through PPP loan funds, EIDL Loan, Grant or other CARES funds
- ☐ Damages covered by insurance
- ☐ Charitable or Political contributions
- ☐ Capital Expenditure (outside of pre-approved improvements to enable social distancing, enhanced cleaning efforts, barriers or partitions or other COVID mitigations that are identified in the award.)
- ☐ Pay down or pay off debt
- ☐ Bonuses to owners or employees
- ☐ Gifts or parties
- ☐ Draw or salary to owner in excess of amount paid in 2019

Federal
Funds
Compliance:
Subrecipient

- ❑ Subrecipients are subject to all ARP compliance requirements
- ❑ In addition, the City (as a “pass-through entity” must monitor subrecipient awardees to ensure the subaward:
 - ❑ Is used for authorized purposes
 - ❑ Complies with federal laws and regulations and the terms of the award
 - ❑ Program goals are achieved

Federal
Funds
Compliance:
Subrecipient

Subrecipient Monitoring

The City's pass-through entity monitoring of the subrecipient awardees must include:

- ☐ Review awardee financial and performance reports
- ☐ Review and follow-up of issues identified in awardee audits
- ☐ Resolving audit findings related to the ARP program

Federal
Funds
Compliance:
Subrecipient

Subrecipient Monitoring

The City will conduct a risk assessment to determine whether monitoring tools may be required to ensure accountability, such as:

- ☐ Providing subrecipient awardees with training and technical assistance on program matters
- ☐ On-site reviews of the subrecipient awardee's program operations

Federal
Funds
Compliance:
Subrecipient

Subrecipient applicable requirements*

Compliance Requirements:

- ☐ Allowable Activities/Cost Principles
- ☐ Eligibility
- ☐ Equipment
- ☐ Procurement
- ☐ Subrecipient Monitoring
- ☐ Program Income
- ☐ Reporting
- ☐ Civil Rights Compliance

Not all will be applicable, depending on the scope of each award.

Federal Funds Compliance: Subrecipient --Allowable Activities & Allowable Costs

Allowable Activities: Subrecipients are responsible to ensure that any funds they pass through to beneficiaries are for activities authorized by the US Treasury. Your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

Cost Principles: Requirements for documentation are as described above for contractors, however the subrecipient is also responsible for obtaining and verifying adequate supporting documentation for costs they have passed through to beneficiaries.

Example: award involves reimbursement to a private business for assistance with rent/mortgage and utilities. The business will be required to provide documentation these amounts were paid, mortgage and utility statements.

See Appendix II – “Links to Resources” for more information

Federal Funds Compliance: Subrecipient --Eligibility

Eligibility. Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration.

See Appendix II – “Links to Resources” for more information

Federal Funds Compliance: Subrecipient --Equipment

Purchase of equipment with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment acquired using SLFRF funds shall vest in the non-Federal entity. Acquisition and maintenance of equipment must also follow relevant laws and procurement regulations.

See Appendix II – “Links to Resources” for more information

Federal Funds Compliance: Subrecipient/ Contractor --Procurement

Recipients are responsible for ensuring that procurement using SLFRF funds is consistent with the standards set forth at 2 CFR 200.318 through 2 CFR 200.327, which requires that all procurement transactions for property or services must be conducted in a manner providing full and open competition, with limited exceptions:

- the item is below the micro-purchase threshold (\$10,000)
- the item is only available from a single source
- the public exigency or emergency will not permit a delay from publicizing a competitive solicitation
- after solicitation of a number of sources, competition is determined inadequate

Recipients must have and use documented procurement procedures.

Federal Funds Compliance: Subrecipient --Subrecipient Monitoring

When the city provides a subaward to a subrecipient to carry out part of a Federal program it takes on additional responsibilities as a “pass-through entity.”

Pass-through entities are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332

Federal Funds Compliance: Subrecipient --Program Income

Program Income may apply if the activity funded by the subaward generates income. In this instance, the program income should be expended prior to requesting additional federal funds and be used to expand the service for which the program income was generated.

Example: if a subaward supports a meal program, and the meal program accepts contributions toward the cost of the meal, then this contribution would be program income.

Federal Funds Compliance: Subrecipient --Reporting

American Rescue Plan Act reporting includes:

- Project Status:
 - Not Started
 - Completed less than 50%
 - Completed greater than 50%
 - Completed
- Expenditures by Category Code:
 - Report using one code for each project (the City will determine applicable expenditure category codes for awardees.)

Federal Funds Compliance: Subrecipient --Civil Rights

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Federal Funds Compliance: Subrecipient --Conflict of Interest

Conflict of Interest

Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112

ARP Application Packet --General Info

- Before you begin
 - If submitting in PDF form, **download the application first!**
 - Cannot save online
 - Other required boxes aren't marked as such in online format
- General Information
 - "Project" simply means what the applicant intends to use ARP funds to accomplish
 - "Partner" / "Partnership" can represent any business or non-profit agency that is participating in the project other than the applicant
 - One application per project

ARP Application Packet --Required Steps

- Page 1
 - City Project Categories
 - Please select only one
 - Federal Expenditure Category
 - Review categories on Page 14 of application packet (also available on www.monroewa.gov/1050), and insert the category your project aligns with
- Page 2
 - Certification
 - Must affirm all statements for application to be eligible
- Page 3
 - Checklist
 - Must affirm all statements, sign and date for application to be eligible
- Pages 5 and 6
 - Applicant Information
 - Separate pages for business/nonprofit and individual/household applicants

ARP Application Packet --Questions

- Questions now grouped by Evaluation Criteria
- Pages 7 & 8
 - Project Evaluation
 - Qualifications of applicant, project goals, and alignment with City and federal categories
- Page 9
 - Demonstration of need
 - Alignment with a published City or County plan, or other COVID-create Monroe community need
 - Alignment with a published plan not required
- Pages 10 and 11
 - Community Support and Partnerships (Page 10)
 - Description of any partnerships the applicant has secured
 - Financial Support (Pages 10 and 11)
 - Description of non-City financial support, and any other Federal, State or local funding applied for (and received, if applicable)

ARP Application Packet --Project Budget

- **Project Budget (Page 12)**
 - No minimum "Match" required to be eligible
 - "In-Kind" can be either a tangible item/service donated, or a discount received on the standard price of such item/service.
 - List all line items, even if not requesting ARP funds.
 - This provides the reviewer with a full concept of the project scope.
- **Budget Narrative (Page 13)**
 - Any additional information the applicant feels would be useful for review committee regarding the proposed project budget.
 - Completion of this section is optional.

ARP Application Packet --Appendices

- **Example Project Budget (Page 14)**
 - Example of how to complete the project budget table on page 12.
 - Nothing required of applicant on this page.
- **Federal Expenditure Categories (Pages 15 and 16)**
 - List of federal expenditure categories of allowable uses.
 - For use in completing “Department of the Treasury” question on page 1 of application packet.
- **W-9 Form (Page 17)**
 - City requires a W-9 form on file for any recipient of City funds (including federal funds “passed through”) by the City.
 - Applicant has option to submit a W-9 with their application; this would speed up the contracting process, if applicant is awarded funds.

ARP Contract Process --Insurance

- **Workshop will be scheduled in July specifically for awardees to review contracting process**
- **Insurance requirements:**
 - General Liability: \$1 million each occurrence / \$2 million general aggregate
 - Automobile Liability: Minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident
 - Workers Compensation coverage as required by Industrial Insurance laws of Washington State
- **Insurance Documentation requirements:**
 - Certificate of Insurance demonstrating coverage in the above detailed limits (or higher)
 - Additional Insured Endorsement expressly extending coverage to the City of Monroe
 - Can specifically list the City; requires the phrase "The City of Monroe, Washington, its officers, officials, employees and agents", or similar wording; or
 - A general endorsement that extends coverage "when required by written contract" or similar wording

ARP Contract Process --Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) Month/Date/Year		
PRODUCER Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State & Zip Code Contact & Phone Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code		INSURERS AFFORDING COVERAGE		NAIC #		
		INSURER A: Name of Insurance Company		Enter NAIC#		
		INSURER B: Name of Insurance Company (if applicable)		Enter NAIC#		
		INSURER C: Name of Insurance Company (if applicable)		Enter NAIC#		
		INSURER D: Name of Insurance Company (if applicable)		Enter NAIC#		
		INSURER E: Name of Insurance Company (if applicable)		Enter NAIC#		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/>	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT \$1,000,000 OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE \$Enter Limit AGGREGATE \$Enter Limit \$ \$ \$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	<input type="checkbox"/>	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
CERTIFICATE HOLDER Aviation Week Events (Show Management)/Freeman/DCC 2 Penn Plaza, 25th Floor New York NY 10121 Event Date: April 2-5, 2012				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		

ARP Contract Process --Additional Insured Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample Form 4: Additional Insured – Ongoing Operations

CG 20 10 04 13

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Not acceptable if left blank. Must show exact name of the additional insured or "as required by contract".	Not acceptable if left blank. Must include project description unless the "by contract" language is used. The location must be the location of the work, not our mailing address.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

For ongoing operations only. A separate endorsement is needed for Additional Insured - Completed Operations.

This endorsement is acceptable only if the contractor is doing work FOR us.



Questions?

Greg Piland, Finance Manager at
GPiland@MonroeWA.gov

Rich Huebner, Management Analyst
RHuebner@monroewa.gov

Appendix I - Definitions

Beneficiary means an individuals and organizations (e.g., businesses or non-profits) that receives payments from a federal program, but who are not carrying out a federal program.

Contractor means an entity that receives a contract as defined in this section.

Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

Internal controls for non-Federal entities means:

- (1) Processes designed and implemented by non-Federal entities to provide reasonable assurance regarding the achievement of objectives in the following categories:
 - (i) Effectiveness and efficiency of operations;
 - (ii) Reliability of reporting for internal and external use; and
 - (iii) Compliance with applicable laws and regulations.

Pass-through entity (PTE) means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in §200.307(f). (See the definition of *period of performance* in this section.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

Recipient means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Uniform Guidance (2 CFR § 200) streamlines and consolidates government requirements for receiving and using federal awards so as to reduce administrative burden and improve outcomes.

Appendix II – Links to Resources

Compliance Requirements (see Chapter Three of the linked document)

Uniform Guidance

SAM.gov

State & Local Fiscal Recovery Funds Guidance

Procurement Rules

Pass-Through Entity Requirements

Program Income

Category Codes (See Appendix 1 of the linked document)

Assurance of Compliance with Title VI of the Civil Rights Act

Fair Housing Act

Age Discrimination Act

Americans with Disabilities Act

Section 504, Rehabilitation Act

US Treasury Guidance for ARP Local Fiscal Recovery Funds